

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

BMO HARRIS BANK N.A.,

Plaintiff,

v.

TIMBAKTOO TRUCKING, INC., a
Maryland corporation; RAMANBIR
SINGH, an individual

Defendants.

No. _____

COMPLAINT

NOW COMES Plaintiff, BMO HARRIS BANK N.A., by its attorneys, Daniel Rubin and Scott Frost of Howard & Howard Attorneys PLLC, and files this Complaint against Defendants, Timbaktoo Trucking, Inc. and Ramanbir Singh, and states as follows:

DESCRIPTION OF THE PARTIES

1. BMO Harris Bank N.A. (“BHB”) is a national banking association with its headquarters and principal place of business in Chicago, Illinois. For purposes of establishing diversity of the parties, BHB is a citizen of the state of Illinois.

2. Timbaktoo Trucking, Inc. (“Timbaktoo”) is a corporation incorporated in the state of Maryland, and has its principal place of business in Linthicum Heights, Maryland. For purposes of establishing diversity of the parties, Timbaktoo is a citizen of the state of Maryland.

3. Ramanbir Singh (“Singh”) is a resident of Linthicum Heights, Maryland. For purposes of establishing diversity of the parties, Singh is a citizen of the state of Maryland.

JURISDICTION AND VENUE

4. Jurisdiction in this Court is proper pursuant to 28 U.S.C. § 1332(a) because there is diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

5. As discussed below, some of the vehicles that are owned by Timbaktoo and subject to BHB's liens are titled in the State of Illinois.

6. Timbaktoo and Singh (collectively the "Defendants") agreed in the contracts described below that any action brought pursuant to the contracts would be brought in courts sitting in Cook County, Illinois (Section 7.6 of the Agreements described below).

FACTS COMMON TO ALL COUNTS

7. BHB restates and by this reference incorporates the allegations of Paragraphs 1 through 6 as if fully stated herein.

The June 13 Contract

8. On or about June 13, 2019, Timbaktoo entered into a certain Loan and Security Agreement in the amount of \$193,491.00 (the "June 13 Contract") with BHB to finance Timbaktoo's purchase of a certain 2020 Kenworth T680 VIN # 1XKYD49X0LJ407267 (the "June 13 Vehicle"). A true and correct copy of the June 13 Contract is attached to this Complaint and incorporated herein as "Exhibit A".

9. Pursuant to the terms of June 13 Contract, BHB was granted a security interest in the June 13 Vehicle.

10. On or about June 13, 2019, Singh executed a document titled "Continuing Guaranty" dated June 13, 2019 (the "June 13 Guaranty") whereby Singh guaranteed payment of all debts owed to

BHB from Timbaktoo. A true and correct copy of the June 13 Guaranty is attached to this Complaint and incorporated herein as “Exhibit B”.

11. In consideration of the promises contained in the June 13 Contract and June 13 Guaranty, BHB loaned \$158,606.50 to Timbaktoo.

12. BHB perfected its security interest in the June 13 Vehicle by having its lien noted on the title of said vehicle. A true and correct copy of the title to the June 13 Vehicle (or proof of said titling provided by the appropriate titling agency) is attached to this Complaint and incorporated herein as “Exhibit C.”

The June 18 Contract

13. On or about June 18, 2019, Timbaktoo entered into a certain Loan and Security Agreement in the amount of \$189,981.60 (the “June 18 Contract”) with BHB to finance Timbaktoo’s purchase of the two vehicles described in this paragraph: (1) 2020 Wabash Refrigerated Van VIN# 1JJV532B7LL174813 with an S600 Reefer Unit Serial 6001286975 and (2) 2020 Wabash Refrigerated Van VIN# 1JJV532B9LL174831 with an S600 Reefer Unit Serial 6001286904 (the “June 18 Vehicles”). A true and correct copy of the June 18 Contract is attached to this Complaint and incorporated herein as “Exhibit D”.

14. Pursuant to the terms of June 18 Contract, BHB was granted a security interest in the June 18 Vehicles.

15. On or about June 18, 2019, Singh executed a document titled “Continuing Guaranty” dated June 18, 2019 (the “June 18 Guaranty”) whereby Singh guaranteed payment of all debts owed to BHB from Timbaktoo. A true and correct copy of the June 18 Guaranty is attached to this Complaint and incorporated herein as “Exhibit E”.

16. In consideration of the promises contained in the June 18 Contract and June 18 Guaranty, BHB loaned \$155,900.00 to Timbaktoo.

17. BHB perfected its security interest in the June 18 Vehicles by having its lien noted on the title of said vehicles. A true and correct copy of the title to the June 18 Vehicles (or proof of said titling provided by the appropriate titling agency) is attached to this Complaint and incorporated herein as “Exhibit F.”

The February 2022 Contract

18. On or about February 21, 2022, Timbaktoo entered into a certain Loan and Security Agreement in the amount of \$683,436.24 (the “February 2022 Contract”) with BHB to finance Timbaktoo’s purchase of the six vehicles described in this paragraph: (1) 2018 Kenworth T-680 Tractor VIN: 1XKYAP8XXJJ214004, (2) 2018 Kenworth T-680 Tractor VIN# 1XKYAP8X8JJ214003, (3) 2018 Kenworth T-680 Tractor VIN# 1XKYAP8X7JJ214011 (4) 2018 Kenworth T-680 Tractor VIN# 1XKYAP8X2JJ214014 (5) 2018 Kenworth T-680 Tractor VIN # 1XKYAP8X5JJ226030 and (6) 2018 Kenworth T-680 Tractor VIN #1XKYAP8X9JJ214009 (the “February 2022 Vehicles”). A true and correct copy of the February 2022 Contract is attached to this Complaint and incorporated herein as “Exhibit G”.

19. Pursuant to the terms of February 2022 Contract, BHB was granted a security interest in the February 2022 Vehicles.

20. On or about February 21, 2022, Singh executed a document titled “Continuing Guaranty” dated February 21, 2022 (the “February 2022 Guaranty”) whereby Singh guaranteed payment of all debts owed to BHB from Timbaktoo. A true and correct copy of the February 2022 Guaranty is attached to this Complaint and incorporated herein as “Exhibit H”.

21. In consideration of the promises contained in the February 2022 Contract and February 2022 Guaranty, BHB loaned \$545,550.00 to Timbaktoo.

22. BHB perfected its security interest in the February 2022 Vehicles by having its lien noted on the title of said vehicles. A true and correct copy of the title to the February 2022 Vehicles (or proof of said titling provided by the appropriate titling agency) is attached to this Complaint and incorporated herein as “Exhibit I.”

The March 2022 Contract

23. On or about March 31, 2022, Timbaktoo entered into a certain Loan and Security Agreement in the amount of \$252,551.52 (the “March 2022 Contract”) with BHB to finance Timbaktoo’s purchase of a certain 2023 Kenworth W900 VIN #1XKWD49X5PR244114 (the “March 2022 Vehicle”). A true and correct copy of the March 2022 Contract is attached to this Complaint and incorporated herein as “Exhibit J”.

24. Pursuant to the terms of March 2022 Contract, BHB was granted a security interest in the March 2022 Vehicle.

25. On or about March 31, 2022, Singh executed a document titled “Continuing Guaranty” dated March 31, 2022 (the “March 2022 Guaranty”) whereby Singh guaranteed payment of all debts owed to BHB from Timbaktoo. A true and correct copy of the March 2022 Guaranty is attached to this Complaint and incorporated herein as “Exhibit K”.

26. In consideration of the promises contained in the March 2022 Contract and March 2022 Guaranty, BHB loaned \$189,059.00 to Timbaktoo.

27. BHB perfected its security interest in the March 2022 Vehicle by having its lien noted on the title of said vehicle. A true and correct copy of the title to the March 2022 Vehicle (or proof of

said titling provided by the appropriate titling agency) is attached to this Complaint and incorporated herein as “Exhibit L.”

The April 2022 Contract

28. On or about April 20, 2022, Timbaktoo entered into a certain Loan and Security Agreement in the amount of \$171,859.68 (the “April 2022 Contract”) with BHB to finance Timbaktoo’s purchase of a certain 2019 Kenworth T-680 Tractor VIN# 1XKYD49X4KJ237106 (the “April 2022 Vehicle”). A true and correct copy of the April 2022 Contract is attached to this Complaint and incorporated herein as “Exhibit M”.

29. Pursuant to the terms of April 2022 Contract, BHB was granted a security interest in the April 2022 Vehicle.

30. On or about April 20, 2022, Singh executed a document titled “Continuing Guaranty” dated April 20, 2022 (the “April 2022 Guaranty”) whereby Singh guaranteed payment of all debts owed to BHB from Timbaktoo. A true and correct copy of the April 2022 Guaranty is attached to this Complaint and incorporated herein as “Exhibit N”.

31. In consideration of the promises contained in the April 2022 Contract and April 2022 Guaranty, BHB loaned \$130,450.00 to Timbaktoo.

32. BHB perfected its security interest in the April 2022 Vehicle by having its lien noted on the title of said vehicle. A true and correct copy of the title to the April 2022 Vehicle (or proof of said titling provided by the appropriate titling agency) is attached to this Complaint and incorporated herein as “Exhibit O.”

The May 2022 Contract

33. On or about May 26, 2022, Timbaktoo entered into a certain Loan and Security Agreement in the amount of \$269,552.88 (the “May 2022 Contract”) with BHB to finance Timbaktoo’s purchase of a certain 2023 Kenworth T-680 Tractor VIN# 1XKYD49X1PJ255540 (the “May 2022 Vehicle”). A true and correct copy of the May 2022 Contract is attached to this Complaint and incorporated herein as “Exhibit P”.

34. Pursuant to the terms of May 2022 Contract, BHB was granted a security interest in the May 2022 Vehicle.

35. On or about May 26, 2022, Singh executed a document titled “Continuing Guaranty” dated May 26, 2022 (the “May 2022 Guaranty”) whereby Singh guaranteed payment of all debts owed to BHB from Timbaktoo. A true and correct copy of the May 2022 Guaranty is attached to this Complaint and incorporated herein as “Exhibit Q”.

36. In consideration of the promises contained in the May 2022 Contract and May 2022 Guaranty, BHB loaned \$202,704.00 to Timbaktoo.

37. BHB perfected its security interest in the May 2022 Vehicle by having its lien noted on the title of said vehicle. A true and correct copy of the title to the May 2022 Vehicle (or proof of said titling provided by the appropriate titling agency) is attached to this Complaint and incorporated herein as “Exhibit R.”

38. Collectively, The June 13 Contract, June 18 Contract, February 2022 Contract, March 2022 Contract, April 2022 Contract and the May 2022 Contract are referred herein as the “Contracts”.

39. BHB performed all of its obligations under the Contracts.

40. Timbaktoo failed to make payments when due under the Contracts; specifically, it failed to make payments required by the Contracts as follows:

- a. June 13 Contract – Timbaktoo failed to make payments when due under the June 13 Contract, beginning with the payment due on or before July 1, 2022.
 - b. June 18 Contract – Timbaktoo failed to make payments when due under the June 18 Contract, beginning with the payment due on or before July 1, 2022
 - c. February 2022 Contract – Timbaktoo failed to make payments when due under the February 2022 Contract, beginning with the payment due on or before June 8, 2022.
 - d. March 2022 Contract – Timbaktoo failed to make payments when due under the March 2022 Contract, beginning with the payment due on or before July 1, 2022.
 - e. April 2022 Contract – Timbaktoo failed to make payments when due under the April 2022 Contract, beginning with the payment due on or before July 1, 2022.
 - f. May 2022 Contract – Timbaktoo failed to make payments when due under the May 2022 Contract, beginning with the payment due on or before July 10, 2022.
41. As a result of Timbaktoo’s failure to make payments when due under the Contracts, BHB accelerated amounts due under the Contracts and demanded possession of the vehicles described in Paragraphs 8, 13, 18, 23, 28, and 33 of this Complaint (collectively the “Vehicles”). A true and correct copy of the demand letter (hereinafter, the “Letter”) made upon Timbaktoo and Singh is attached to this Complaint and incorporated herein as “Exhibit S”.
42. As of September 1, 2022, Timbaktoo owed in excess of \$1,260,979.42 under the Contracts. In addition, interest under the Contracts accrues on a daily basis after September 1, 2022 and BHB has incurred attorneys’ fees and costs of repossession.
43. As of the filing date of this Complaint, Timbaktoo and Singh have failed to deliver possession of the following eight vehicles to BHB: (1) 2018 Kenworth T-680 Tractor VIN# 1XKYAP8X8JJ214003 (2) 2018 Kenworth T-680 Tractor VIN# 1XKYAP8XXJJ214004 (3) 2020

Kenworth T680 VIN# 1XKYD49X0LJ407267 (4) 2020 Wabash Refrigerated Van VIN# 1JJV532B9LL174831 with an S600 Reefer Unit Serial 6001286904 (5) 2020 Wabash Refrigerated Van VIN# 1JJV532B7LL174813 with an S600 Reefer Unit Serial 6001286975 (6) 2023 Kenworth W900 VIN# 1XKWD49X5PR244114 (7) 2019 Kenworth T-680 VIN# 1XKYD49X4KJ237106 and (8) 2023 Kenworth T-680 VIN# 1XKYD49X1PJ255540 (the “Unrecovered Vehicles”)

44. Based upon publicly available resources such as Blackbook, the total fair market value of the Unrecovered Vehicles is \$776,260.00, and said figure is broken down as follows:

- a. 2018 Kenworth T-680 Tractor VIN# 1XKYAP8X8JJ214003 – Estimated Value is \$75,120.00
- b. 2018 Kenworth T-680 Tractor VIN# 1XKYAP8XXJJ214004 – Estimated Value is \$75,120.00
- c. 2020 Kenworth T680 VIN# 1XKYD49X0LJ407267 – Estimated Value is \$93,895.00
- d. 2020 Wabash Refrigerated Van VIN# 1JJV532B9LL174831 – Estimated Value is \$60,400.00
- e. 2020 Wabash Refrigerated Van VIN# 1JJV532B7LL174813 – Estimated Value is \$60,400.00
- f. 2023 Kenworth W900 VIN# 1XKWD49X5PR244114 – Estimated Value is \$180,000.00
- g. 2019 Kenworth T-680 VIN# 1XKYD49X4KJ237106 – Estimated Value is \$81,325.00

- h. 2023 Kenworth T-680 VIN# 1XKYD49X1PJ255540 – Estimated Value is \$150,000.00

45. The Unreturned Vehicles are capable of being moved by Defendants across the United States via the highway and roadway system.

COUNT I
Detinue

46. BHB restates and by this reference incorporates the allegations of Paragraphs 1 through 45 as if fully stated herein.

47. Based on the failure of Timbaktoo to make payments when required under the Contracts, BHB is lawfully entitled to immediate possession of the Unreturned Vehicles. (Section 5.2 of the Contracts).

48. BHB made demand, via the statements contained in the Letter, upon Timbaktoo for the return of the Unreturned Vehicles.

49. Timbaktoo failed to return the Unreturned Vehicles to BHB upon demand.

50. BHB has a perfected security interest in the Unreturned Vehicles.

51. BHB's right to possession of the Unreturned Vehicles is superior to that of Timbaktoo.

52. Upon information and belief, Timbaktoo and Singh are in possession of the Unreturned Vehicles.

53. Timbaktoo and Singh's continued possession and use of the Unreturned Vehicles is wrongful.

WHEREFORE, BMO Harris Bank N.A. requests judgment in its favor and against the Defendants Timbaktoo Trucking, Inc. and Ramanbir Singh asks this Court to enter an Order requiring Timbaktoo Trucking, Inc. and Ramanbir Singh to deliver the (1) 2018 Kenworth T-680 Tractor VIN# 1XKYAP8X8JJ214003 (2) 2018 Kenworth T-680 Tractor VIN#

1XKYAP8XXJJ214004 (3) 2020 Kenworth T680 VIN# 1XKYD49X0LJ407267 (4) 2020 Wabash Refrigerated Van VIN# 1JJV532B9LL174831 with an S600 Reefer Unit Serial 6001286904 (5) 2020 Wabash Refrigerated Van VIN# 1JJV532B7LL174813 with an S600 Reefer Unit Serial 6001286975 (6) 2023 Kenworth W900 VIN# 1XKWD49X5PR244114 (7) 2019 Kenworth T-680 VIN# 1XKYD49X4KJ237106 and (8) 2023 Kenworth T-680 VIN# 1XKYD49X1PJ255540 to BMO Harris Bank N.A., plus damages based on Timbaktoo Trucking, Inc. and Ramanbir Singh's wrongful detention of the Unreturned Vehicles, plus attorneys' fees and court costs, and any other relief this Court deems just and proper.

COUNT II
Replevin

54. BHB restates and by this reference incorporates the allegations of Paragraphs 1 through 45 as if fully stated herein.

55. Based on the failure of Timbaktoo to make payments when required under the Contracts, BHB is lawfully entitled to immediate possession of the Unreturned Vehicles. (See Contracts, Section 5.2)

56. BHB made demand, via the statements contained in the Letter, upon Timbaktoo for the return of the Unreturned Vehicles to BHB.

57. Timbaktoo and Singh failed to return the Unreturned Vehicles to BHB upon demand.

58. BHB's right to possession of the Unreturned Vehicles is superior to that of Timbaktoo and Singh.

59. The estimated value of the Unreturned Vehicles is \$776,260.00.

60. Timbaktoo and Singh's continued possession and use of the Unreturned Vehicles is wrongful.

61. The Unreturned Vehicles have not been taken for any tax, assessment or fine levied by virtue of any law of Illinois against the property of BMO Harris Bank N.A. or against it individually, nor seized under any lawful process or against the goods and chattels of plaintiff subject to such lawful process, nor held by virtue of any order of replevin against BMO Harris Bank N.A.

62. BHB claims the value of Unreturned Vehicles not delivered to the officer under the order for replevin entered by the court. BHB asks that an Order of Replevin issue and for judgment against .Timbaktoo and Singh and requests possession of the Unreturned Vehicles and the value of the Unreturned Vehicles not delivered and damages for detention.

WHEREFORE, BMO Harris Bank N.A. respectfully asks this Court to enter judgment in replevin against Timbaktoo Trucking, Inc. and Ramanbir Singh and requests entry of an order of replevin and possession of the (1) 2018 Kenworth T-680 Tractor VIN# 1XKYAP8X8JJ214003 (2) 2018 Kenworth T-680 Tractor VIN# 1XKYAP8XXJJ214004 (3) 2020 Kenworth T680 VIN# 1XKYD49X0LJ407267 (4) 2020 Wabash Refrigerated Van VIN# 1JJV532B9LL174831 with an S600 Reefer Unit Serial 6001286904 (5) 2020 Wabash Refrigerated Van VIN# 1JJV532B7LL174813 with an S600 Reefer Unit Serial 6001286975 (6) 2023 Kenworth W900 VIN# 1XKWD49X5PR244114 (7) 2019 Kenworth T-680 VIN# 1XKYD49X4KJ237106 and (8) 2023 Kenworth T-680 VIN# 1XKYD49X1PJ255540, and to authorize the United States Marshal to use all reasonable and necessary force to seize said Unreturned Vehicles wherever the Unreturned Vehicles may be found in the United States, the value of the Unreturned Vehicles not delivered and damages for detention, and other relief this Court deems just and equitable.

COUNT III
Injunctive Relief

63. BHB restates and by this reference incorporates the allegations of Paragraphs 1 through 45 as if fully stated herein.

64. BHB is likely to succeed on the merits of this case as it has demonstrated that a monetary default exists under all of the Contracts.

65. The plain language of the Contracts provides that BHB is entitled to possession of the Unreturned Vehicles if a monetary default exists under the Contracts (See Contracts, Section 5.2).

66. Defendants' continued use of the Unreturned Vehicles is causing immediate and irreparable harm to BHB, as Defendants' continue use of the Unreturned Vehicles will result in depreciation to the value of the Unreturned Vehicles, and the Unreturned Vehicles may be damaged as they travel on roads across the United States.

67. While BHB is entitled to peacefully repossess the Unreturned Vehicles and is also seeking an Order of Replevin in this case, injunctive relief against the Defendants is necessary to ensure that Unreturned Vehicles do not continue to be moved in an effort to frustrate BHB's right to possession of the Unreturned Vehicles and prevent damage and destruction of the Unreturned Vehicles.

WHEREFORE, BMO Harris Bank N.A. respectfully asks this Court to enter preliminary and permanent injunctive relief against Timbaktoo Trucking, Inc. and Ramanbir Singh and order said Defendants to immediately cease use of the (1) 2018 Kenworth T-680 Tractor VIN# 1XKYAP8X8JJ214003 (2) 2018 Kenworth T-680 Tractor VIN# 1XKYAP8XXJJ214004 (3) 2020 Kenworth T680 VIN# 1XKYD49X0LJ407267 (4) 2020 Wabash Refrigerated Van VIN# 1JJV532B9LL174831 with an S600 Reefer Unit Serial 6001286904 (5) 2020 Wabash Refrigerated Van VIN# 1JJV532B7LL174813 with an S600 Reefer Unit Serial 6001286975 (6) 2023 Kenworth W900 VIN# 1XKWD49X5PR244114 (7) 2019 Kenworth T-680 VIN# 1XKYD49X4KJ237106 and (8) 2023 Kenworth T-680 VIN# 1XKYD49X1PJ255540, and to

compel said Defendants to identify the location of said vehicles to BMO Harris Bank so that BMO Harris Bank N.A. may seize, or cause the United States Marshal to seize, said vehicles, and other relief this Court deems just and equitable.

COUNT IV –
BREACH OF CONTRACT

68. BHB re-alleges and restates Paragraphs 1 through 45 of this Complaint as if fully rewritten herein.

69. Timbaktoo agreed to the terms of the June 13 Contract (Ex. A). by executing the same.

70. Based on the promises contained in the June 13 Contract, BHB loaned \$158,606.50 to Timbaktoo and advanced those loan proceeds to fund Timbaktoo's purchase of the vehicle identified in the June 13 Contract.

71. BHB performed all of its obligations under the June 13 Contract.

72. Timbaktoo failed to make payments when due under the June 13 Contract, beginning with the payment due on or before July 1, 2022.

73. As a result of Timbaktoo's failure to make payments when due under the June 13 Contract, BHB accelerated amounts due under the June 13 Contract.

74. Timbaktoo breached June 13 Contract by failing to make payments when due.

75. As of September 1, 2022, the amount due under the June 13 Contract was \$87,082.02, which includes \$ 85436.95 in unpaid principal plus \$1,645.07 in accrued interest and late fees. Said amount does not include attorneys' fees and costs.

76. Pursuant to the terms of the June 13, Contract, Timbaktoo agreed to pay all attorneys' fees and expenses incurred in the event of a default under said contract. (Ex. A, Section 5.2)

77. As a result of Timbaktoo's breach of the June 13 Contract, BHB has been damaged in amount greater than \$87,082.02 as of September 1, 2022. Furthermore, interest will accrued on a daily basis

pursuant to the terms of the Contract after September 1, 2022 and BHB has incurred additional expenses related to the repossession of the collateral securing said agreement.

WHEREFORE, BMO Harris Bank N.A. respectfully asks this Court for the entry of a judgment against Timbaktoo Trucking, Inc. in favor of BMO Harris Bank N.A. in an amount of \$87,082.02 plus per diem interest after September 1, 2022, through the date of judgment in this matter, plus attorneys' fees and costs, and other expenses incurred by BMO Harris Bank N.A. and any other relief this Court deems just and equitable.

COUNT V –
BREACH OF CONTRACT

78. BHB re-alleges and restates Paragraphs 1 through 45 of this Complaint as if fully rewritten herein.

79. Timbaktoo agreed to the terms of the June 18 Contract (Ex. D). by executing the same.

80. Based on the promises contained in the June 18 Contract, BHB loaned \$155,900.00 to Timbaktoo and advanced those loan proceeds to fund Timbaktoo's purchase of the vehicle identified in the June 18 Contract.

81. BHB performed all of its obligations under the June 18 Contract.

82. Timbaktoo failed to make payments when due under the June 18 Contract, beginning with the payment due on or before July 1, 2022.

83. As a result of Timbaktoo's failure to make payments when due under the June 18 Contract, BHB accelerated amounts due under the June 18 Contract.

84. Timbaktoo breached the June 18 Contract by failing to make payments when due.

85. As of September 1, 2022, the amount due under the June 18 Contract was \$85,502.41, which includes \$83,887.17 in unpaid principal plus \$1,615.24 in accrued interest and late fees. Said amount does not include attorneys' fees and costs.

86. Pursuant to the terms of the June 18 Contract, Timbaktoo agreed to pay all attorneys' fees and expenses incurred in the event of a default under said contract. (Ex. D, Section 5.2)

87. As a result of Timbaktoo's breach of the June 18 Contract, BHB has been damaged in amount greater than \$85,502.41 as of September 1, 2022. Furthermore, interest will accrued on a daily basis pursuant to the terms of the contract on a daily basis after September 1, 2022 and BHB has incurred additional expenses related to the repossession of the collateral securing said agreement.

WHEREFORE, BMO Harris Bank N.A. respectfully asks this Court for the entry of a judgment against Timbaktoo Trucking, Inc. in favor of BMO Harris Bank N.A. in an amount of \$85,502.41 plus per diem interest after September 1, 2022, through the date of judgment in this matter, plus attorneys' fees and costs, and other expenses incurred by BMO Harris Bank N.A. and any other relief this Court deems just and equitable.

COUNT VI–
BREACH OF CONTRACT

88. BHB re-alleges and restates Paragraphs 1 through 45 of this Complaint as if fully rewritten herein.

89. Timbaktoo agreed to the terms of the February 2022 Contract (Ex. G). by executing the same.

90. Based on the promises contained in the February 2022 Contract, BHB loaned \$545,550.00 to Timbaktoo and advanced those loan proceeds to fund Timbaktoo's purchase of the vehicle identified in the February 2022 Contract.

91. BHB performed all of its obligations under the February 2022 Contract.

92. Timbaktoo failed to make payments when due under the February 2022 Contract, beginning with the payment due on or before June 8, 2022.

93. As a result of Timbaktoo's failure to make payments when due under the February 2022 Contract BHB accelerated amounts due under the February 2022 Contract.

94. Timbaktoo breached the February 2022 Contract by failing to make payments when due.

95. As of September 1, 2022, the amount due under the February 2022 Contract was \$552,504.60, which includes \$524,729.46 in unpaid principal plus \$ 24927.48 in accrued interest, plus \$2,847.66 in late fees and \$15.00 in other fees. Said amount does not include attorneys' fees and costs.

96. Pursuant to the terms of the February 2022 Contract, Timbaktoo agreed to pay all attorneys' fees and expenses incurred in the event of a default under said contract. (Ex. G, Section 5.2)

97. As a result of Timbaktoo's breach of the February 2022 Contract, BHB has been damaged in amount greater than \$552,504.60 as of September 1, 2022. Furthermore, interest will accrue on a daily basis pursuant to the terms of the contract on a daily basis after September 1, 2022 and BHB has incurred additional expenses related to the repossession of the collateral securing said agreement.

WHEREFORE, BMO Harris Bank N.A. respectfully asks this Court for the entry of a judgment against Timbaktoo Trucking, Inc. in favor of BMO Harris Bank N.A. in an amount of \$552,504.60 plus per diem interest after September 1, 2022, through the date of judgment in this matter, plus attorneys' fees and costs, and other expenses incurred by BMO Harris Bank N.A. and any other relief this Court deems just and equitable.

COUNT VII –
BREACH OF CONTRACT

98. BHB re-alleges and restates Paragraphs 1 through 45 of this Complaint as if fully rewritten herein.

99. Timbaktoo agreed to the terms of the March 2022 Contract (Ex. J). by executing the same.

100. Based on the promises contained in the March 2022 Contract, BHB loaned \$189,059.00 to Timbaktoo and advanced those loan proceeds to fund Timbaktoo's purchase of the vehicle identified in the March 2022 Contract.

101. BHB performed all of its obligations under the March 2022 Contract.

102. Timbaktoo failed to make payments when due under the March 2022 Contract, beginning with the payment due on or before July 1, 2022.

103. As a result of Timbaktoo's failure to make payments when due under the March 2022 Contract, BHB accelerated amounts due under the March 2022 Contract.

104. Timbaktoo breached the March 2022 Contract by failing to make payments when due.

105. As of September 1, 2022, the amount due under the March 2022 Contract was \$193,576.20, which includes \$188,674.75 in unpaid principal plus \$4,550.69 in accrued interest and \$350.76 in late fees. Said amount does not include attorneys' fees and costs.

106. Pursuant to the terms of the March 2022 Contract, Timbaktoo agreed to pay all attorneys' fees and expenses incurred in the event of a default under said contract. (Ex. J, Section 5.2)

107. As a result of Timbaktoo's breach of the March 2022 Contract, BHB has been damaged in amount greater than \$193,576.20 as of September 1, 2022. Furthermore, interest will accrue on a daily basis pursuant to the terms of the contract on a daily basis after September 1, 2022 and BHB has incurred additional expenses related to the repossession of the collateral securing said agreement.

WHEREFORE, BMO Harris Bank N.A. respectfully asks this Court for the entry of a judgment against Timbaktoo Trucking, Inc. in favor of BMO Harris Bank N.A. in an amount of \$193,576.20 plus per diem interest after September 1, 2022, through the date of judgment in this matter, plus attorneys' fees and costs, and other expenses incurred by BMO Harris Bank N.A. and any other relief this Court deems just and equitable.

COUNT VIII –
BREACH OF CONTRACT

108. BHB re-alleges and restates Paragraphs 1 through 45 of this Complaint as if fully rewritten herein.

109. Timbaktoo agreed to the terms of the April 2022 Contract (Ex. M). by executing the same.

110. Based on the promises contained in the April 2022 Contract, BHB loaned \$130,450.00 to Timbaktoo and advanced those loan proceeds to fund Timbaktoo's purchase of the vehicle identified in the April 2022 Contract.

111. BHB performed all of its obligations under the April 2022 Contract.

112. Timbaktoo failed to make payments when due under the April 2022 Contract, beginning with the payment due on or before July 1, 2022.

113. As a result of Timbaktoo's failure to make payments when due under the April 2022 Contract, BHB accelerated amounts due under the April 2022 Contract.

114. Timbaktoo breached the April 2022 Contract by failing to make payments when due.

115. As of September 1, 2022, the amount due under the April 2022 Contract was \$133,752.15, which includes \$128,950.88 in unpaid principal plus \$4,443.23 in accrued interest and \$358.04 late fees. Said amount does not include attorneys' fees and costs.

116. Pursuant to the terms of the April 2022 Contract, Timbaktoo agreed to pay all attorneys' fees and expenses incurred in the event of a default under said contract. (Ex. M, Section 5.2)

117. As a result of Timbaktoo's breach of the April 2022 Contract, BHB has been damaged in amount greater than \$133,752.15 as of September 1, 2022. Furthermore, interest will accrue on a daily basis pursuant to the terms of the contract on a daily basis after September 1, 2022 and BHB has incurred additional expenses related to the repossession of the collateral securing said agreement.

WHEREFORE, BMO Harris Bank N.A. respectfully asks this Court for the entry of a judgment against Timbaktoo Trucking, Inc. in favor of BMO Harris Bank N.A. in an amount of \$133,752.15 plus per diem interest after September 1, 2022 pursuant to the terms of the Contract, through the date of judgment in this matter, plus attorneys' fees and costs, and other expenses incurred by BMO Harris Bank N.A. and any other relief this Court deems just and equitable.

COUNT IX –
BREACH OF CONTRACT

118. BHB re-alleges and restates Paragraphs 1 through 45 of this Complaint as if fully rewritten herein.

119. Timbaktoo agreed to the terms of the May 2022 Contract (Ex. P). by executing the same.

120. Based on the promises contained in the May 2022 Contract, BHB loaned \$202,704.00 to Timbaktoo and advanced those loan proceeds to fund Timbaktoo's purchase of the vehicle identified in the May 2022 Contract.

121. BHB performed all of its obligations under the May 2022 Contract.

122. Timbaktoo failed to make payments when due under the May 2022 Contract, beginning with the payment due on or before July 10, 2022.

123. As a result of Timbaktoo's failure to make payments when due under the May 2022 Contract BHB accelerated amounts due under the May 2022 Contract.

124. Timbaktoo breached the May 2022 Contract by failing to make payments when due.

125. As of September 1, 2022, the amount due under the May 2022 Contract was \$208,562.04, which includes \$202,704.00 in unpaid principal plus \$5,670.85 in accrued interest and \$187.19 late fees. Said amount does not include attorneys' fees and costs.

126. Pursuant to the terms of the May 2022 Contract, Timbaktoo agreed to pay all attorneys' fees and expenses incurred in the event of a default under said contract. (Ex. P Section 5.2)

127. As a result of Timbaktoo's breach of the May 2022 Contract, BHB has been damaged in amount greater than \$208,562.04 as of September 1, 2022. Furthermore, interest will accrue on a daily basis pursuant to the terms of the contract on a daily basis after September 1, 2022 and BHB has incurred additional expenses related to the repossession of the collateral securing said agreement.

WHEREFORE, BMO Harris Bank N.A. respectfully asks this Court for the entry of a judgment against Timbaktoo Trucking, Inc. in favor of BMO Harris Bank N.A. in an amount of \$208,562.04 plus per diem interest after September 1, 2022 through the date of judgment in this matter, plus attorneys' fees and costs, and other expenses incurred by BMO Harris Bank N.A. and any other relief this Court deems just and equitable.

COUNT X –
BREACH OF GUARANTIES

128. BHB re-alleges and restates Paragraphs 1 through 45 of this Complaint as if fully rewritten herein.

129. Singh agreed to the terms of the June 13 Guaranty, June 18 Guaranty, February 2022 Guaranty, March 2022 Guaranty, April 2022 Guaranty and May 2022 Guaranty (collectively the “Guaranties”) (Ex. B, E, H, K, N, Q) by executing the same.

130. Singh's promises contained in the Guaranties were given in consideration of BHB agreeing to loan money to Timbaktoo.

131. Singh agreed to the terms of the Guaranties by executing the same.

132. Singh agreed in the Guaranties to “fully perform pay and discharge” all of Timbaktoo's debts to BHB.

133. Timbaktoo failed to make payments when due under the Contracts. As a result, BHB accelerated amounts due under the Contracts and demanded payment from Singh, pursuant to his obligations under the Guaranties.

134. As of September 1, 2022, Timbaktoo owed in excess of \$1,260,979.42 under the Contracts. In addition, interest under accrues under the Contracts on a daily basis after September 1, 2022.

135. Singh breached the terms of the Guaranties by failing to make payments when due under the Guaranties.

136. As of September 1, 2022, BHB been damaged in an amount greater than \$1,260,979.42 due to Singh's breach of the Guaranties. Furthermore, subsequent to September 1, 2022, BHB's damages have increased due to the accrual of interest under the Contracts and Guaranties, and collection costs, attorneys' fees, and repossession costs.

137. Pursuant to the terms of the Guaranties, Singh agreed to pay attorneys' fees and costs associated with Singh's breach of the Guaranties.

WHEREFORE, BMO Harris Bank N.A. respectfully asks this Court for the entry of a judgment against Ramanbir Singh in favor of BMO Harris Bank N.A. in an amount of \$1,260,979.42 plus per diem interest on a contractual basis after September 1, 2022 through the date of judgment in this matter, plus attorneys' fees and costs, and other expenses incurred by BMO Harris Bank N.A. subsequent to September 1, 2022, and any other relief this Court deems just and equitable.

RESPECTFULLY SUBMITTED,

BMO HARRIS BANK N.A.

/s/Daniel S. Rubin
One of its attorneys

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VERIFICATION

I declare under penalty of perjury that the foregoing allegations of BMO Harris Bank N.A.'s Complaint are true and correct. Executed on September 7, 2022.

A handwritten signature in cursive script, reading "Rená Harris", written in black ink.

Name: Rená Harris

Title: Litigation Specialist, BMO Harris Bank N.A.